

EXHIBIT B

Engagement Letter

AlixPartners

Ray C. Schrock, P.C.
Partner
Weil Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153

December 18, 2022

Re: Agreement for Consulting Services

Dear Mr. Schrock:

This letter, together with the attached Schedule(s) and General Terms and Conditions, sets forth the agreement ("Agreement") between AlixPartners, LLP ("AlixPartners") and Weil Gotshal & Manges LLP (the "Firm") regarding Core Scientific, Inc. and certain of its affiliates and subsidiaries (collectively, the "Company") for the engagement of AlixPartners to provide consulting services to the Company.

For purposes of this Agreement, AlixPartners' engagement shall be deemed to be by the Firm (acting as legal counsel on behalf of the Company), and all direction as to the services provided herein shall be received by AlixPartners from representatives of the Firm. All work done with respect to this engagement shall be confidential and protected by any applicable privileges, immunities and protections, including, but not limited to, attorney-client privilege and the work product doctrine.

All defined terms shall have the meanings ascribed to them in this letter and in the attached Schedule(s) and General Terms and Conditions. The Firm, the Company and AlixPartners are each a "party," and together the "parties."

AlixPartners understands that the Company is planning for a potential filing under Chapter 11 of the United States Bankruptcy Code on or about December 19, 2022.

Work Product

Written reports, memoranda or status summaries that AlixPartners prepares in connection with this engagement will be maintained in accordance with our retention procedures and shall be prominently labelled "PRIVILEGED AND CONFIDENTIAL; ATTORNEY WORK-PRODUCT." Any reports or workpapers that AlixPartners prepares in connection with this Matter will be construed as attorney work-product and are to be used only for this Matter and no other use, disclosure or dissemination of them is to be made. Except as may be required by law, regulation or judicial or administrative process, AlixPartners will not disclose to anyone, without your prior written permission, the content of any oral or written confidential communications received or documents developed during the course of this engagement, nor any information gained from the inspection of any records or documents provided by you. While our work may involve analysis of accounting records, our engagement does not include an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board.

Objectives and Tasks

The responsibilities of AlixPartners will be as follows:

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Core Scientific, Inc.

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- Advise and assist in development of the Company's short and long-term liquidity outlook and funding needs analysis, subject to various strategic alternatives being evaluated.
- Advise and assist the Company with development and implementation of cash management strategies, tactics and processes.
- Advise and assist the Company to identify and implement both short-term and long-term liquidity generating initiatives.
- Advise and assist the Company with development of its revised business plan, and such other related forecasts as may be required by the creditors in connection with negotiations or by the Company for other corporate purposes.
- Advise and assist the Company in the design and implementation of a restructuring strategy designed to maximize enterprise value, taking into account the unique interests of all constituencies.
- Advise and assist the Company's financial function, without limitation, with: (i) strengthening the core competencies of the finance organization, particularly cash management, planning, general accounting and financial reporting information management; and (ii) formulation and negotiation with respect to a plan of reorganization.
- Assist the Company with development of contingency plans and financial alternatives in the event an out-of-court restructuring cannot be achieved.
- Advise and assist the Company to negotiate and implement restructuring initiatives and evaluate strategic alternatives.
- Advise and assist the Company with its communications and/or negotiations with outside parties including the Company's stakeholders, banks and potential acquirers of Company assets.
- Advise and assist the Company on the financial reporting requirements attendant to a bankruptcy filing, including but not limited to court orders, court approved transactions, emergence and fresh-start reporting.
- Assist the Company with such other matters as may be requested that fall within AlixPartners' expertise and that are mutually agreeable.

Staffing

Eric Koza will be the managing director responsible for the overall engagement, assisted by a staff of consultants at various levels who have a wide range of skills and abilities related to this type of assignment. In addition, AlixPartners has relationships with, and may periodically use, independent contractors with specialized skills and abilities to assist in this engagement.

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We will periodically review the staffing levels to determine the proper mix for this assignment. We will only use the necessary staff required to complete the requested or planned tasks.

Timing, Fees, and Retainer

AlixPartners will commence this engagement on or about December 15, 2022 after receipt of a copy of the executed Agreement. At such time, the services being provided by AlixPartners under that certain engagement letter by and between the parties dated November 7, 2022 (the "November 2022 Engagement Letter") shall be deemed complete. For the avoidance of doubt, any fees and expenses due and owing under said November 2022 Engagement Letter remain valid and payable.

The Company shall compensate AlixPartners for its services, and reimburse AlixPartners for expenses, as set forth on Schedule 1.

For the avoidance of doubt, and notwithstanding anything in this Agreement (including the Schedule(s) and General Terms and Conditions hereto) to the contrary, including any provision that purports to be pre-emptory), the Firm shall have no obligation to pay any Party any fees, costs, expenses, indemnity, contribution, or other payments, nor shall the Firm have any obligation whatsoever to AlixPartners or any other person under this Agreement (including the Schedule(s) and General Terms and Conditions hereto). AlixPartners is being retained by the Firm solely in the Firm's capacity as legal counsel to the Company to provide Services to the Company. AlixPartners' fees and expenses will be paid by the Company and AlixPartners and the Company each acknowledge that the Firm has requested that AlixPartners bill the Company directly for any amounts owed hereunder (including the Schedule(s) and General Terms and Conditions hereto) and AlixPartners and the Company have agreed to such request. For the avoidance of doubt, notwithstanding anything herein (including in the Schedule(s) and General Terms and Conditions hereto) to the contrary, including any provision that purports to be pre-emptory, the Firm shall not be responsible for obligations for any such amounts and AlixPartners shall look only to the Company for payment hereunder (including the Schedule(s) and General Terms and Conditions hereto).

* * *

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In the event the Company seeks protection under the U.S. Bankruptcy Code, the Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners's retention and retainer effective as of the date of filing. AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

If these terms meet with your approval, please sign and return a copy of this Agreement.

We look forward to working with you.

Sincerely yours,

ALIXPARTNERS, LLP

DocuSigned by:

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Eric Koza
Managing Director

Acknowledged and Agreed to:


WEIL GOTSHAL & MANGES LLP

By:

Its:

Dated:

CORE SCIENTIFIC, INC.

DocuSigned by:

43048BB7D89C4FE...
By: Todd DuChene

Its: President and Chief Legal Officer

Dated: 12/19/2022 | 9:36 AM PST

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In the event the Company seeks protection under the U.S. Bankruptcy Code, the Company will promptly apply to the Bankruptcy Court to obtain approval of AlixPartners's retention and retainer effective as of the date of filing. AlixPartners acknowledges that its retention and the terms thereof are subject to Bankruptcy Court approval.

If these terms meet with your approval, please sign and return a copy of this Agreement.

We look forward to working with you.

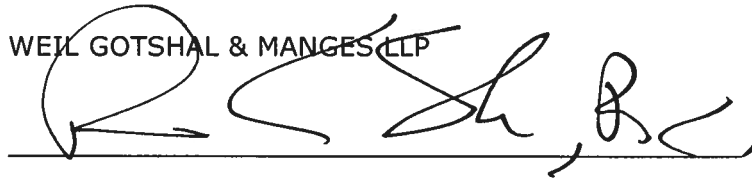
Sincerely yours,

ALIXPARTNERS, LLP

Eric Koza
Managing Director

Acknowledged and Agreed to:

WEIL GOTSHAL & MANGES LLP

A handwritten signature in black ink, appearing to read 'RCS', is written over a horizontal line.

By: Ray C. Schrock, P.C.

Its: Partner

Dated: December 19, 2022

CORE SCIENTIFIC, INC.

By:

Its:

Dated:

AlixPartners

Schedule 1

Fees and Expenses

- Fees:** AlixPartners' fees will be based on the hours spent by AlixPartners personnel at AlixPartners' hourly rates, which are:

Managing Director	US\$1,140 – US\$1,400
Partner	US\$1,115
Director	US\$880 – US\$1,070
Senior Vice President	US\$735 – US\$860
Vice President	US\$585 – US\$725
Consultant	US\$215 – US\$565
Paraprofessional	US\$360 – US\$380

AlixPartners generally reviews and revises its billing rates semi-annually.

- Success Fee:** AlixPartners does not seek a success fee in connection with this engagement.
- Expenses:** In addition to the Fees set forth in this Schedule, the Company shall pay directly, or reimburse AlixPartners upon receipt of periodic billings, for all reasonable out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging and meals.
- Break Fee:** AlixPartners does not seek a break fee in connection with this engagement.
- Retainer:** The Company provided AlixPartners with a retainer of US\$200,000 pursuant to the November 2022 Engagement Letter (the "Retainer"). Any balance of the Retainer will be held as a retainer under this Agreement.
- Payment:** In the absence of a bankruptcy petition, AlixPartners will submit invoices every two weeks (or more frequently so as to maintain a credit balance inclusive of the retainer discussed above and in Schedule 1) for services rendered and expenses incurred. If a bankruptcy petition is filed, AlixPartners will submit invoices in the manner required by the Bankruptcy Court.. All invoices shall be due and payable immediately upon receipt, subject to U.S. Bankruptcy Court approval, as applicable.



Data Protection Schedule

Description of Transfer

1. Categories of Data Subjects

- ☒ Employees / Members / Contractors of Data Controller
☐ Clients of Data Controller
☐ Other:

2. Types of Personal Data

- ☐ Background Check Data (Criminal History, Drug Test Results, References, etc.)
☐ Biometric Data (Facial Recognition, Fingerprints, Voice Recording, etc.)
☐ Browsing Data (Cookies, Website History, IP Address, etc.)
☒ Contact Information (Contact Details, Address, Email Address, Phone Numbers, etc.)
☐ Education and Skills (Academic Transcripts, Educational Degrees, Languages, Training, etc.)
☒ Employment Information (Compensation, Job Title, Personnel Number, Workers Comp, Office Location, etc.)
☐ Family Information (Children, Parents, etc.)
☐ Financial Personal Information (Bank Accounts, Credit Card Numbers, etc.)
☐ Genetic Information (Genetic Sequence)
☐ Government Identifiers (National Identification Number, SSN, Driving License, etc.)
☒ Personal Identifiers (Name, Age, Date of Birth, Race, Video/Photo, Signature, etc.)
☐ Professional Experience & Affiliations (Trade Union Membership, Qualifications/Certifications, etc.)
☐ Social Media Data (Social Media Accounts, Social Media History, etc.)
☒ Travel and Expense (Travel History, Expense Details, etc.)
☐ User Account Information (Account Age, Account Number, Account Password, etc.)
☐ Workplace Welfare (Harassment Reports, Disciplinary Action, etc.)
☐ Other:

3. Frequency of Data Transfers

The frequency of the transfer will be continuous (multiple transfers).

4. Processing by AlixPartners

- 4.1. Nature of processing: The nature of processing will include receiving, storing, analyzing, transmitting to appropriate parties, and disposing of Personal Data.
- 4.2. Purpose of the data transfer and further processing: The purpose of processing is to provide the services described in the agreement above.
- 4.3. The period for which the personal data will be retained, or if the period is not known, the criteria used to determine the period: AlixPartners will process Personal Data for the duration of the engagement.
- 4.4. Transfer to Sub-processors: Sub-processors may process Personal Data for the duration of the engagement life cycle and for the purposes specified above. See <https://www.alixpartners.com/policies/subprocessors/> for a list of sub-processors.

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These General Terms and Conditions ("Terms") are incorporated into the Agreement to which these Terms are attached. In case of conflict between the wording in the letter and/or schedule(s) and these Terms, the wording of the letter and/or schedule(s) shall prevail.

Section 1. Company Responsibilities

The Firm and the Company will undertake responsibilities as set forth below:

1. Provide reliable and accurate detailed information, materials, documentation and
2. In their sole discretion, make decisions and take future actions on any recommendations made by AlixPartners in connection with this Agreement.

AlixPartners' delivery of the services and the fees charged are dependent on (i) the Firm's and the Company's timely and effective completion of their responsibilities; and (ii) timely decisions and approvals made by the Firm and the Company's management.

Section 2. Retainer, Billing, Payments and Taxes

Retainer. Invoices shall be offset against the Retainer. Payments of invoices will be used to replenish the retainer to the agreed-upon amount. Any unearned portion of the retainer will be applied against the final invoice or returned to the Company at the end of the engagement. If the Company becomes a debtor under the Bankruptcy Code, due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Court approval to apply the Retainer and any advance payments to these amounts.

Billing and Payments. All payments to be made to AlixPartners shall be due and payable upon delivery of invoice via check or wire transfer to AlixPartners' bank account, as shown on the invoice. All amounts invoiced are based on services rendered and expenses incurred to date, and are not contingent upon future services or Work Product (as defined below), or the outcome of any case or matter. "Fees," as used in this Agreement, shall include all amounts payable by the Company to AlixPartners in accordance with Schedule 1, including any success fee or break fee, but excluding reimbursable expenses.

Taxes. AlixPartners' fees are exclusive of taxes or similar charges, which shall be the responsibility of the Company (other than taxes imposed on AlixPartners' income generally). If AlixPartners' fees are subject to any taxes, such as State sales tax, Goods and Services Tax/Harmonized Sales Tax or Value Added Tax, then AlixPartners will include such taxes on its invoices as separate line items.

Section 3. Relationship of the Parties

The parties intend that an independent contractor relationship will be created by the Agreement. As an independent contractor, AlixPartners will have

complete and exclusive charge of the management and operation of its business, including hiring and paying the wages and other compensation of all its employees and agents, and paying all bills, expenses and other charges incurred or payable with respect to the operation of its business. Employees of AlixPartners will not be entitled to receive any vacation pay, sick leave, retirement, pension or social security benefits, workers' compensation, disability, unemployment insurance benefits or any other employee benefits from the Firm or the Company. AlixPartners will be responsible for all employment, withholding, income and other taxes incurred in connection with the operation and conduct of its business. Nothing in this Agreement is intended to create, nor shall be deemed or construed to create a fiduciary or agency relationship between AlixPartners and the Firm and the Company.

AlixPartners is providing advisory and consulting services only, and will not make management decisions for the Company. While AlixPartners may from time to time suggest options that may be available to the Company, the ultimate decision as to such options rests with the Company, and AlixPartners makes no promise or guarantee about the outcome of the Company's matters.

AlixPartners is not an accounting firm and does not give accounting advice or guidance. While AlixPartners' work may involve analysis of accounting, business and other related records, this engagement does not constitute an audit in accordance with either generally accepted auditing standards or the standards of the Public Company Accounting Oversight Board or any other similar governing body.

AlixPartners is not authorized to practice law or provide legal advice. No services provided under this Agreement are intended to be, nor should be construed to be, legal services.

Section 4. Confidentiality

Each party shall use reasonable efforts, but in no event less effort than it would use to protect its own confidential information, to keep confidential all non-public confidential or proprietary information obtained from the other party during the performance of AlixPartners' services hereunder (the "Confidential Information"), and neither party will disclose any Confidential Information to any other person or entity. "Confidential Information" includes the terms of this Agreement, non-public confidential and proprietary data, plans, reports, schedules, drawings, accounts, records, calculations, specifications, flow sheets, computer programs, source or object codes, results, models or any work product relating to the business of either party, its subsidiaries, distributors, affiliates, vendors, customers, employees, contractors and consultants.

The foregoing is not intended to prohibit, nor shall it be

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construed as prohibiting, AlixPartners from making such disclosures of Confidential Information that AlixPartners reasonably believes are required by law or any regulatory requirement, provided that AlixPartners provides reasonable advance notice of such required disclosure to the Company and in any event uses reasonable efforts to protect the confidentiality of the Confidential Information required to be disclosed, or authority to clear client conflicts. AlixPartners may also disclose Confidential Information to its partners, directors, officers, employees, independent contractors and agents who have a need to know the Confidential Information as it relates to the services being provided under this Agreement, provided AlixPartners is responsible for any breach of these confidentiality obligations by any such parties. AlixPartners may make reasonable disclosures of Confidential Information to third parties, such as the Company's suppliers and/or vendors, in connection with the performance of AlixPartners' obligations and assignments hereunder, provided AlixPartners reasonably believes that such third party is bound by confidentiality obligations. In addition, AlixPartners will have the right to disclose to any person that it provided services to the Company or its affiliates and a general description of such services, but shall not provide any other information about its involvement with the Company. The obligations of the parties under this Section 4 shall survive the end of any engagement between the parties for a period of three (3) years.

Notwithstanding the above AlixPartners understands that the Firm will share Confidential Information and Work Product prepared in connection with the engagement with the Company at its sole discretion.

Work Product (as defined in Section 5) may contain AlixPartners proprietary information or other information that is deemed to be Confidential Information for purposes of this Agreement, and the parties may not want to make public. Therefore, the parties acknowledge and agree that (i) all information (written or oral), including advice and Work Product (as defined in Section 5), generated by AlixPartners in connection with this engagement is intended solely for the benefit and use of the Firm and the Company in connection with this Agreement, and (ii) no such information shall be used for any other purpose or disseminated to any third parties, or, quoted or referred to with or without attribution to AlixPartners at any time in any manner or for any purpose without AlixPartners' prior approval (not to be unreasonably withheld or delayed), except as required by law. Neither the Firm or the Company may rely on any draft or interim Work Product.

Section 5. Intellectual Property

All analyses, final reports, presentation materials, and other work product (other than any Engagement Tools, as defined below) that AlixPartners creates or develops specifically for the Firm and the Company and delivers to the Firm and the Company as part of this engagement (collectively known as "Work Product") shall be owned by the Company and shall constitute Confidential Information as defined above. AlixPartners may retain copies of the Work Product and any

Confidential Information necessary to support the Work Product subject to its confidentiality obligations in this Agreement.

All methodologies, processes, techniques, ideas, concepts, know-how, procedures, software, tools, templates, models, utilities and other intellectual property that AlixPartners has created, acquired or developed or will create, acquire or develop (collectively, "Engagement Tools"), are, and shall be, the sole and exclusive property of AlixPartners. The Company shall not acquire any interest in the Engagement Tools other than a limited worldwide, perpetual, non-transferable license to use the Engagement Tools to the extent they are contained in the Work Product.

The Company acknowledges and agrees, except as otherwise set forth in this Agreement, that any Engagement Tools provided to the Company are provided "as is" and without any warranty or condition of any kind, express, implied or otherwise, including, implied warranties of merchantability or fitness for a particular purpose.

Section 6. Framework of the Engagement

The Firm and the Company acknowledge that they are retaining AlixPartners solely to assist and advise the Firm and the Company as described in the Agreement. This engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement.

Section 7. Indemnification and Other Matters

The Company shall indemnify, hold harmless and defend AlixPartners and its affiliates and its and their partners, directors, officers, employees and agents (collectively, the "AlixPartners Parties") from and against all claims, liabilities, losses, expenses and damages arising out of or in connection with the engagement of AlixPartners that is the subject of the Agreement, except to the extent resulting from or arising out of the gross negligence or willful misconduct of any AlixPartners Party. After receipt by an AlixPartners Party of actual notice of a proceeding against such AlixPartners Party in respect of which indemnity may be sought hereunder, such AlixPartners Party shall notify the Company promptly with respect thereto. In addition, an AlixPartners Party shall notify the Company promptly after any proceeding is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such AlixPartners Party in respect of which indemnity may be sought hereunder. In any event, failure to notify the Company shall not relieve the Company from any liability which the Company may have on account of this indemnity or otherwise, except to the extent the Company shall not otherwise have been aware of such proceeding and the Company shall have been materially prejudiced by such failure. The Firm may at its election (subject to be any conflict prohibiting such election) and will, if requested by any AlixPartners Party, assume the defense of any proceeding in respect of which indemnity may be

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sought hereunder, or if unable or unwilling (in its sole discretion) to assume the defense itself, the Firm will nominate counsel mutually acceptable to AlixPartners and the Company. The payment of the fees and expenses of the Firm or other counsel selected in accordance with these terms in connection with such proceeding shall be paid solely by the Company. In any such proceeding the defense of which the Company shall be liable under this engagement letter, the AlixPartners Party seeking indemnity hereunder shall have the right to participate in such proceeding and to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such AlixPartners Party. The Company shall not be liable for any settlement of any proceeding effected without its prior written consent, which shall not be unreasonably withheld, but if settled with such consent or if there is a final judgment against an AlixPartners Party, the Company solely shall indemnify the AlixPartners Party from and against any loss or liability by reason of such settlement or judgment, subject to the limitations otherwise set forth in this Agreement. The Firm and the Company shall not settle, compromise, consent to the entry of a judgment in or otherwise seek to terminate any proceeding in respect of which indemnity is being sought hereunder without AlixPartners' prior written consent, which shall not be unreasonably withheld.

The Company's indemnification obligations in this Section 7 shall be primary to, and without allocation against, any similar indemnification obligations that AlixPartners may offer to its personnel generally.

AlixPartners is not responsible for any third-party products or services separately procured by the Company. The Company's sole and exclusive rights and remedies with respect to any such third party products or services are against the third-party vendor and not against AlixPartners, whether or not AlixPartners is instrumental in procuring such third-party product or service.

Section 8. Governing Law and Arbitration

The Agreement is governed by and shall be construed in accordance with the laws of the State of New York with respect to contracts made and to be performed entirely therein and without regard to choice of law or principles thereof.

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration. Each party shall appoint one non-neutral arbitrator. The two party arbitrators shall select a third arbitrator. If within 30 days after their appointment the two party arbitrators do not select a third arbitrator, the third arbitrator shall be selected by the American Arbitration Association (AAA). The arbitration shall be conducted in New York, New York under the AAA's Commercial Arbitration Rules, and the arbitrators shall issue a reasoned award. The arbitrators may award costs and attorneys' fees to the prevailing party. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, either party may

proceed directly to a court of competent jurisdiction to enforce the terms of this Agreement for any claim in connection with (i) the non-payment of Fees or expenses due under this Agreement, or (ii) the non-performance of obligations under Section 7. For the purposes of this paragraph, the parties expressly consent to the jurisdiction of all Federal and state courts located in New York, New York, unless the Company shall be subject to the jurisdiction of a bankruptcy court, and in such case, such bankruptcy court shall have exclusive jurisdiction to enforce the terms of this Agreement during the pendency of a chapter 11 case, if any.

In any court proceeding arising out of this Agreement, the parties hereby waive any right to trial by jury.

Section 9. Termination and Survival

The Agreement may be terminated at any time by written notice by one party to the other; provided, however, that notwithstanding such termination AlixPartners will be entitled to any Fees and expenses due under the provisions of the Agreement (for fixed fee engagements, fees will be pro rata based on the amount of time completed). Such payment obligation shall inure to the benefit of any successor or assignee of AlixPartners.

Additionally, unless the Agreement is terminated by the Company due to AlixPartners' material breach (and such material breach continues after 30 days' written notice thereof and opportunity to cure) AlixPartners shall remain entitled to the success fee(s), if any, that otherwise would be payable during the 12 months after the date of termination of the Agreement.

Sections 2, 4, 5, 7, 8, 9, 10, 11, 12, 13 and 14 of these Terms, the provisions of Schedule 1 and the obligation to pay accrued fees and expenses shall survive the expiration or termination of the Agreement.

Section 10. Non-Solicitation of Employees

The Company acknowledges and agrees that AlixPartners has made a significant monetary investment recruiting, hiring and training its personnel. During the term of this Agreement and for a period of two years after the final invoice is rendered by AlixPartners with respect to this engagement (the "Restrictive Period"), the Company and its affiliates agree not to directly or indirectly hire, contract with, or solicit the employment of any of AlixPartners' Managing Directors, Directors, or other employees/contractors the Company or its affiliates had interactions with or gained knowledge about as a result of the services provided under this Agreement.

If during the Restrictive Period the Company or its affiliates directly or indirectly hires or contracts with any of AlixPartners' Managing Directors, Directors, or other employees/contractors in violation of the preceding paragraph, the Company agrees to pay to AlixPartners as liquidated damages and not as a penalty the sum total of: (i) for a Managing Director, \$1,000,000; (ii) for a Director, \$500,000; and (iii) for

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any other employee/contractor, \$250,000. The Company acknowledges and agrees that liquidated damages in such amounts are (x) fair, reasonable and necessary under the circumstances to reimburse AlixPartners for the costs of recruiting, hiring and training its employees as well as the lost profits and opportunity costs related to such personnel, and to protect the significant investment that AlixPartners has made in its Managing Directors, Directors, and other employees/ consultants; and (y) appropriate due to the difficulty of calculating the exact amount and value of that investment.

Notwithstanding the foregoing, this Section 10 shall not prohibit the Company from employing any such person who contacts the Company on his or her own initiative and without any direct or indirect solicitation by the Company, or as a result of generalized solicitations for employees (which solicitations are not specifically targeted at AlixPartners employees) through the use of media advertisements, professional search firms or otherwise.

The provisions of this Section shall apply except to the extent the provisions conflict with applicable law.

Section 11. Limitation of Liability

THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE TO THE COMPANY, OR ANY PARTY ASSERTING CLAIMS ON BEHALF OF THE COMPANY, EXCEPT FOR DIRECT DAMAGES FOUND IN A FINAL DETERMINATION TO BE THE DIRECT RESULT OF THE GROSS NEGLIGENCE, BAD FAITH, SELF-DEALING OR INTENTIONAL MISCONDUCT OF ALIXPARTNERS. THE ALIXPARTNERS PARTIES SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, LOST DATA, REPUTATIONAL DAMAGES, PUNITIVE DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ALIXPARTNERS PARTIES' AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, IS LIMITED TO THE AMOUNT OF FEES PAID TO ALIXPARTNERS FOR SERVICES UNDER THIS AGREEMENT (OR IF THE CLAIM ARISES FROM AN ADDENDUM TO THIS AGREEMENT, UNDER THE APPLICABLE ADDENDUM) (THE "LIABILITY CAP"). The Liability Cap is the total limit of the AlixPartners Parties' aggregate liability for any and all claims or demands by anyone pursuant to this Agreement, including liability to the Firm and the Company, to any other parties hereto, and to any others making claims relating to the work performed by AlixPartners pursuant to this Agreement. Any such claimants shall allocate any amounts payable by the AlixPartners Parties among themselves as appropriate, but if they cannot agree on the allocation it will not affect the enforceability of the Liability Cap. Under no circumstances shall the aggregate of all such allocations or other claims against the AlixPartners Parties pursuant to this Agreement exceed the Liability Cap.

Section 12. General

Equitable Remedies. Each party acknowledges and agrees that money damages alone may not be an adequate remedy for a breach of the Agreement. Each party agrees that the non-breaching party shall have the right to seek a restraining order and/or an injunction for any breach of the Agreement. If any provision of the Agreement is found to be invalid or unenforceable, then it shall be deemed modified or restricted to the extent and in the manner necessary to render the same valid and enforceable.

Severability. If any portion of the Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent possible.

Entire Agreement. This Agreement, including the letter, the Terms and the schedule(s), contains the entire understanding of the parties relating to the services to be rendered by AlixPartners and supersedes any other communications, agreements, understandings, representations, or estimates among the parties (relating to the subject matter hereof) with respect to such services. The Agreement, including the letter, the Terms and the schedule(s), may not be amended or modified in any respect except in a writing signed by the parties. AlixPartners is not responsible for performing any services not specifically described herein or in a subsequent writing signed by the parties.

Related Matters. If an AlixPartners Party is required by applicable law, legal process or government action to produce information or testimony as a witness with respect to this Agreement, the Company shall reimburse AlixPartners for any professional time and expenses (including reasonable external and internal legal costs and e-discovery costs) incurred to respond to the request, except in cases where an AlixPartners Party is a party to the proceeding or the subject of the investigation.

Joint and Several. If more than one party signs this Agreement, the liability of each party shall be joint and several. In addition, in the event more than one entity is included in the definition of Company under this Agreement, the Company shall cause each other entity which is included in the definition of Company to be jointly and severally liable for the Company's liabilities and obligations set forth in this Agreement.

Third-Party Beneficiaries. The AlixPartners Parties shall be third-party beneficiaries with respect to Section 7 hereof.

Notices. All notices required or permitted to be delivered under the Agreement shall be sent, if to AlixPartners, to:

AlixPartners, LLP
2000 Town Center, Suite 2400
Southfield, MI 48075
Attention: General Counsel

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and if to the Firm and the Company, to the address set forth in the Agreement, to the attention of the Company's General Counsel, or to such other name or address as may be given in writing to AlixPartners. All notices under the Agreement shall be sufficient only if delivered by overnight mail. Any notice shall be deemed to be given only upon actual receipt.

Section 13. Bankruptcy Related Matters

Notwithstanding any to the contrary in these Terms, in the event the Company files for protection under the U.S. Bankruptcy Code, the following provisions will prevail:

The Company shall promptly apply to the Bankruptcy Court for approval of the Company's retention of AlixPartners under the terms of the Agreement. The form of retention application and proposed order shall be reasonably acceptable to AlixPartners. AlixPartners shall have no obligation to provide any further services if the Company becomes a debtor under the U.S. Bankruptcy Code unless AlixPartners' retention under the terms of the Agreement is approved by a final order of the Bankruptcy Court reasonably acceptable to AlixPartners. The Company shall assist, or cause its counsel to assist, with filing, serving and noticing of papers related to AlixPartners' fee and expense matters.

The Company and AlixPartners agree that the Bankruptcy Court shall have exclusive jurisdiction over any and all matters arising under or in connection with this Agreement.

AlixPartners will have the right to obtain independent legal counsel to obtain advice with respect to its services under this engagement. The Company will reimburse AlixPartners' for the reasonable fees and expenses of such independent legal counsel.

AlixPartners acknowledges that, during the pendency of any Bankruptcy Court approved retention, the indemnification provisions and Liability Cap set forth above may be subject to modification as stated within the Bankruptcy Court's retention order.

Due to the ordinary course and unavoidable reconciliation of fees and submission of expenses immediately prior to, and subsequent to, the date of filing, AlixPartners may have incurred but not billed fees and reimbursable expenses which relate to the prepetition period. AlixPartners will seek Bankruptcy Court approval to apply the retainer to these amounts.

If AlixPartners finds it desirable to augment its consulting staff with independent contractors (an "I/C") in this case, (i) AlixPartners will file, and require the I/C to file, 2014 affidavits indicating that the I/C has reviewed the list of the interested parties in this case, disclosing the I/C's relationships, if any, with the interested parties and indicating that the I/C is disinterested; (ii) the I/C must remain disinterested during the time that AlixPartners is involved in

providing services on behalf of the Company; and (iii) the I/C must represent that he/she will not work for the Company or other parties in interest in this case during the time AlixPartners is involved in providing services to the Company. AlixPartners' standard practice is to charge for an I/C's services at the rate equal to the compensation provided by AlixPartners to such I/C.

Section 14. Data Protection

To the extent applicable, the Company and AlixPartners shall comply with the terms of the AlixPartners Data Protection Addendum (located at: <https://www.alixpartners.com/policies/processor-data-protection-addendum/>), which form part of the Agreement. The Data Protection Schedule of this Agreement shall apply to the Data Protection Addendum.